17
3 00
THE LIBRARY
OF THE
UNIVERSITY OF MICHIGAN

# TRUST MORTGAGE.

## Chicago, Burlington and Quincy Rail Road Company

TO

HANS REIMER CLAUSSEN, SIDNEY BARTLETT,
AND CHARLES G. LORING.

385.4
C432t

# TRUST MORTGAGE.

## Chicago, Burlington and Quincy Rail Road Company,

TO

HANS REIMER CLAUSSEN, SIDNEY BARTLETT, AND CHARLES G. LORING.

**This Indenture,** made this First day of September, A. D. 1860, between the CHICAGO, BURLINGTON AND QUINCY RAIL ROAD COMPANY, a Corporation duly constituted as such, under the laws of the State of Illinois, party of the first part, and HANS REIMER CLAUSSEN, of Davenport, in the State of Iowa, SIDNEY BARTLETT and CHARLES G. LORING, of the city of Boston, State of Massachusetts, Trustees of such bondholders of the first mortgage on the Northern Cross Railroad Company, who have entered, or shall hereafter enter, into an agreement, bearing date June 4, 1860, hereinafter stated, parties of the second part :—

**Whereas,** in accordance with a special law, passed by the Legislature of the State of Illinois, for the benefit of the Chicago and Aurora, the Central Military Tract, and Northern Cross Railroad Companies, and approved January 16, 1855, and also agreeably to a general law, passed by the Legislature of the State of Illinois, and approved February 12, 1855, for the purpose of aiding in the construction and operation of the Northern Cross Road, an agreement was executed bearing date January 1, 1855, between the Northern Cross Railroad Company, of the first part, the Central Military Tract Railroad Company, of the second part, the Chicago and Aurora Railroad Company, of the third part, and John M. Forbes, John Eliot Thayer, and Louis A. von Hoffman, as Trustees of the bondholders of the second mortgage, on the Northern Cross Railroad,

P 59046

of the fourth part; by which agreement it was covenanted between said parties of the second, third, and fourth parts, that certain bonds issued by said parties of the first part, amounting to one million of dollars capital, and secured by a second mortgage on said Northern Cross Railroad, connecting at Galesburg with the two other Roads above mentioned, should be purchased by each party of the second and third parts, from and after the first day of January, 1857, to the amount of twenty-five thousand dollars semi-annually, so long as said bonds can be purchased at par, upon certain terms and in manner, as is more fully stated in said contract, to which reference is hereby made; *and whereas,* the said parties of the second and third parts, now legally consolidated under the name of the Chicago, Burlington and Quincy Railroad Company, have bought, in assumed compliance with said contract of January 1, 1855, of said Northern Cross, second mortgage bonds—the amount of nearly two hundred thousand dollars; *and whereas,* the validity of said contract has been controverted by said Company, and an injunction has been issued restraining the Chicago, Burlington and Quincy Railroad Company from buying any more bonds, in accordance with said contract of January 1, 1855; *and whereas,* a compromise has been made with certain of the holders of said second mortgage Northern Cross Railroad Company's bonds, by which compromise the Chicago, Burlington and Quincy Railroad Company agrees to buy the bonds of said bondholders, who have consented, or will consent, to said compromise, made at Frankfort-on-the-Maine, June 4, 1860, in the manner therein set forth.

*Whereas,* by such purchases, the said Chicago, Burlington and Quincy Railroad Company has acquired a right of redeeming the first mortgage, created on said Northern Cross Railroad:

*And whereas,* the manner of purchasing or redeeming said first mortgage, and also of paying for the said second mortgage bonds, has been agreed upon in said contract of June 4, 1860, between the representatives of the owners of certain of said bonds of the one part, and the Honorable Charles H. Warren, as Attorney in fact for the Chicago, Burlington and Quincy Railroad Company, of the second part, which said contract of June 4, 1860, has been unanimously approved by the Directors of said Company, has also been ratified by a majority of all the stockholders of the same, in a meeting duly notified and

held at Chicago, August 24, A. D. 1860, and is conceived in the following terms:

"An Agreement made this 4th day of June, 1860, between such holders of the first, and such holders of the second mortgage bonds of the Northern Cross Railroad Company as become parties hereto, of the first part, and the Chicago, Burlington and Quincy Railroad Company, of the second part.

### I. Northern Cross First Mortgage.

§ 1. The party of the second part agrees to buy all the Northern Cross first mortgage bonds which are held by the bondholders, parties hereto, at par of the principal, and to pay therefor in bonds of the Chicago, Burlington and Quincy Railroad Company—which bonds are to be payable in thirty years from the first July, 1860, with coupons attached. The interest on these bonds is to be paid half-yearly, and is to be as follows:—for the first fifteen years, four and a half per cent per annum, and for the second fifteen years, four per cent per annum.

§ 2. These bonds are to be secured by a mortgage upon the said Chicago, Burlington and Quincy Road, which mortgage is to be for the sum of $1,200,000, the party of the second part stipulating that no bonds are to be issued under said mortgage, excepting in exchange for first mortgage bonds of the Northern Cross Railroad, and further stipulating that the whole amount of mortgage debt of the Chicago, Burlington and Quincy Road, and of the Central Military Tract Railroad, and of the Chicago and Aurora Railroad, united, having precedence of the mortgage herein before agreed to be given, shall not exceed the sum of $5,000,000.

§ 3. On the first day of July, 1876, the party of the second part, agree to pay the sum of $25,000, for the redemption of their said bonds at par, and thereafterwards at least the same sum semi-annually, for the like purpose; but the whole loan to be redeemed on or before the first July, 1890, agreeably to § 1,—these amounts, as well as the coupons of the new bonds, to be paid to Messrs. John Goll & Sons, in Frankfort, at fl. 2.24 kr. per dollar, and their receipts therefor are to be a full discharge to the mortgagers.

§ 4. All past due coupons of the first mortgage bonds on the Northern Cross Railroad are to be given up, and delivered to the Chicago, Burlington and Quincy Road, except that they

are to be held as collateral security with said bonds in the manner hereinafter provided.

§ 5. As collateral security for the payment of said bonds hereby agreed to be given, the present first bonds now holden by the parties hereto of the first part, are to be deposited with the New York Life and Trust Company ; and upon the failure of the Chicago, Burlington and Quincy Road to comply with any of the conditions of this contract, said bonds are to be at the disposal of the present holders thereof, or their respective assigns or successors.

§ 6. As the coupons of the new bonds are paid, the Depositary is to deliver to the Chicago, Burlington and Quincy Road the corresponding coupons of the bonds so lodged as collateral.

§ 7. The present Trustees of the Northern Cross bondholders are not in any manner to interfere with any of the bonds so deposited, until a breach of this contract on the part of the party of the second part; and until such breach, the said party of the second part are to exercise all the rights of ownership of said deposited bonds, for the purpose of taking possession of said Northern Cross Railroad, of foreclosing the mortgage on the same, if they deem it expedient, and for any other purpose not inconsistent with the security intended to be provided for by this contract.

§ 8. If the parties of the second part should, by any means, become the owners of the Northern Cross Road, then they will issue their bonds, bearing an interest of 8 per cent, corresponding in time of payment with the old Northern Cross first mortgage bonds, and in amount with the new bonds herein before provided for, then not redeemed,—which 8 per cent bonds are to be secured by a first mortgage on the Northern Cross Road, and to be deposited as collateral security as aforesaid, in lieu of the old Northern Cross 8 per cent bonds. This first mortgage not to be more than required for this special purpose.

§ 9. Should the Northern Cross Road be purchased by parties other than the Chicago, Burlington and Quincy Road, that portion of the purchase money which would be applicable to the bonds deposited as collateral security as aforesaid, shall be paid to the Trustees under the mortgage provided for in the first clause hereof, and be by them invested, and with its accumulations await the maturity of said bonds.

§ 10. If this purchase money should be less than thirty per

cent of the new bonds mentioned in said first clause then unredeemed, the Chicago, Burlington and Quincy Road will make up that amount by paying the difference to the Trustees, to be invested as aforesaid.

§ 11. It is understood and hereby expressly agreed, that any change of the proprietors of the Northern Cross Road shall not alter or diminish any of the obligations of the Chicago, Burlington and Quincy Road arising out of this contract.

§ 12. It is agreed, that any vacancy occurring among the present Trustees under the first and second mortgage of the Northern Cross Road, shall be filled by agreement between the remaining Trustee or Trustees, and the Chicago, Burlington and Quincy Road; or if they cannot agree, the Depositary aforesaid shall fill said vacancy.

§ 13. As Trustees under the new mortgage provided for in the first clause hereof, the bondholders shall appoint one, the Chicago, Burlington and Quincy Road shall appoint one, and the two shall appoint the third; or if they cannot agree, the President of the said Corporation named as Depositary shall appoint the third.

§ 14. The validity of this contract is not to be affected by any outstanding claims against said Northern Cross Road, even although such claims may have precedence of all mortgages thereon.

## II. Northern Cross Second Mortgage.

§ 15. In regard to the holders of second mortgage bonds, parties hereto, the Chicago, Burlington and Quincy Road stipulate and agree as follows: that instead of the $50,000 to be paid semi-annually to said second bondholders according to the terms of the contract of January 1st, 1855, they will pay $25,000 semi-annually; the first payment to be made on the first of January, 1861. Said payment, and all subsequent ones, which are to be made on the first of January and first of July, are to be made to Messrs. John Goll & Sons, at the rate of exchange before named, and their receipt is to be in full discharge:—this sum of $25,000 to be paid, if all the second bondholders become parties hereto, and pro rata to those who do become parties, if all do not; and these payments are to be made until the whole of the par of the second mortgage bonds held by the parties of the first part hereto are paid.

§ 16. All past due coupons ever attached to the said second mortgage bonds are to be delivered to the Chicago, Burlington and Quincy Road. (See § 18.)

§ 17. If for any reason this contract should be defective, or for any reason abrogated, or if the Chicago, Burlington and Quincy Road should fail to perform their part of it, then the second bondholders, parties hereto, are to be remitted to all their rights under the contract of January 1, 1855, without any prejudice to such rights from any thing herein contained; and with this proviso, the said second bondholders, parties hereto, agree to such modification of said contract of January, 1855.

§ 18. As collateral security for the performance of this contract, the said second mortgage bonds, and all their coupons now unpaid, are to be deposited with the same depositary, and to be kept upon the same terms and conditions as those herein before provided for in regard to the first; and in case the Chicago, Burlington and Quincy Road become the owners of the Northern Cross Road, they are to give a new second mortgage thereon, and coupons (like § 8) to secure said bonds. This second mortgage is not to be more than is necessary for this special object.

§ 19. Should any bondholders not parties to this contract obtain, directly or indirectly, by reason of any voluntary agreement or bargain to be made by the Chicago, Burlington and Quincy Road, any better conditions than those hereby made with the parties hereto, for the same description of bonds, then the said Road and its successors shall be bound in honor and in law to keep the parties hereto not worse off than the most favored bondholders of their class respectively.

§ 20. The Chicago, Burlington and Quincy Road shall not be held to be in default in regard to any payment provided for by this contract, till the expiration of thirty days from the time named for such payment; but if there be any delay, even for the thirty days, interest at the rate of six per cent per annum is to be paid by them.

§ 21. Should the said depositary resign that trust, or should the parties hereto desire to change said depositary, or should the Trustees of the new bonds be of opinion that the interest of either party requires such change, then the said Trustees may appoint a new depositary.

§ 22. In case of the dissolution of the firm of John Goll &

Sons, the bondholders shall name some other person in Frankfort, to whom the payments herein before provided for shall be made, in lieu of said Goll & Sons.

§ 23. As the Chicago, Burlington and Quincy Road makes payments of the new bonds to be issued as herein provided, a corresponding amount of the first bonds lodged as collateral, with coupons, is to be delivered to them, and until they are so delivered the said Road shall not be obliged to make further payments. And as to the second mortgage bonds, before they shall be re-delivered to the parties hereto in consequence of a failure of the Chicago, Burlington and Quincy Road to fulfill this contract, all sums that shall have been paid shall be credited and endorsed on the bonds accordingly.

§ 24. The Chicago, Burlington and Quincy Road agree to make the following payments:—

*a.* To pay the balance due upon the former drawings of $200,000 of the second mortgage bonds, which is now in arrear:

*b.* To pay to John Goll & Sons $1,625 on account of expenses to which the second mortgage bondholders are subjected:

*c.* To pay the fees of the gentleman of the law who shall draw out a contract upon the basis hereby established, (if such further instrument shall be deemed necessary by the parties of the first part.)

§ 25. When this contract is finally executed, all the bonds held by the parties thereto are to be stamped or marked as follows: "Subject to the contract of June the fourth, 1860."

§ 26. The new bonds and coupons of the Chicago, Burlington and Quincy Road are to be dated July first, 1860, and sent to John Goll & Sons on or before November first, 1860; whereupon they are to deliver to the depositary the present bonds, according to the foregoing agreement.

§ 27. No bondholders to be allowed to become a party to this agreement after the first of August next, except by the consent of the Chicago, Burlington and Quincy Road.

§ 28. Whenever in this contract the Northern Cross Railroad is mentioned, the road now called the Quincy and Chicago Road is intended.

§ 29. The first bondholders, parties hereto, hereby nominate

and appoint Dr. H. R. Claussen, Attorney at Law, Notary Public and Justice of the Peace at Davenport, Iowa, as the Trustee under the new bonds, to be named by them as provided in Article 13.

§ 30. The parties of the first part will, simultaneously with the execution hereof, give to Charles H. Warren, Esq., a list of the numbers of the bonds they represent.

*In witness whereof*, all the parties aforesaid have interchangeably set their hands to this German and English version hereof."

Now, THEREFORE, this Indenture witnesseth, that the said party of the first part, in order to secure the payment of one million and two hundred thousand dollars principal, and interest thereon, or such part thereof as may belong to persons who have or may become parties to said contract of June 4, 1860, for the benefit of the bondholders of the first mortgage on the Northern Cross Railroad, and in consideration of the sum of one dollar paid at the sealing and delivering of this instrument by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, transferred and conveyed unto the said parties of the second part, (who hereby accept the trust herein contained,) and to the survivor or survivors, and successor or successors in the said trust or assigns, their Railroad now in operation from the junction of the Galena and Chicago Union Railroad, (at a point about thirty miles from Chicago,) to Galesburg, in the State of Illinois, a distance of about one hundred and thirty-nine miles, to the point of the junction with the Peoria and Oquawka Railroad, with all the appurtenances now thereto belonging, and hereafter to be acquired, including the right of way and land occupied, acquired and to be acquired thereby, together with the superstructure thereon, or to be constructed thereon, or procured therefor, inclusive of the iron rails, equipments and superstructure purchased, or to be purchased therefor, bridges, viaducts, fences, depot grounds and buildings thereon, including the depot grounds at Chicago, engines, tenders, cars, tools, machinery, and all other goods and chattels, right thereto or interest therein, and all the franchises, rights and privileges of the said party of the first part in, and to, and concerning the said Railroad constructed, or to be constructed, and its appurtenances

and said depot grounds; but nothing herein contained shall be construed to prevent the party of the first part from selling, hypothecating or disposing of land or any other property of the said Company, not necessary to be retained for their roadway or depot grounds, nor required for the construction or convenient use of said Road; nor from collecting moneys due the Company; provided, that no default shall have been made in the payment of the interest and of the payments upon the principal due to the bondholders herein mentioned.

And it is distinctly agreed and understood, that said Railroad, property and estate, rights and franchises, of whatever nature, hereby conveyed, are subject to a mortgage heretofore made by said Chicago, Burlington and Quincy Railroad Company to R. B. Forbes, J. N. A. Griswold and E. L. Baker, by indenture bearing date January 1, 1858, under which said Railroad Company have issued, and are authorized to issue hereafter, bonds or other obligations to the extent of five millions of dollars, for the purpose, among other things, of extinguishing prior mortgages upon said Road made by the Central Military Tract, and Chicago and Aurora Railroad Companies, and this conveyance is made subject to the right of said Chicago, Burlington and Quincy Railroad Company to issue said bonds for five millions of dollars; provided, that the amount of all the incumbrances on the Road prior to this mortgage shall in no event exceed five millions of dollars, and provided, also, that on the premises aforesaid no new incumbrance shall be created giving priority to this mortgage.

And it is understood and agreed, that the bonds issued under this mortgage, shall be countersigned by the Trustees, or a majority of them.

To have and to hold the said premises, and every part thereof, with the appurtenances, unto the said parties of the second part, the survivor or survivors of them and assigns, upon the following trusts, that is to say: In case the party of the first part shall fail to pay the principal, or any part thereof, or any of the interest on any of the said bonds issued, or to be issued, under this Indenture, at any time when the same may become due and payable, or any other interest due, according to the said contract of June 4, 1860, then, after thirty days from such default, upon request of the holder or holders of

any of such bonds, the said parties of the second part, the survivor or survivors, or the successor or successors of them in the said trust, or their assigns, shall have power to enter into and upon, and to take possession of all or any part thereof of the said Railroad, and all and singular the property and effects hereby conveyed; and as the Attorney in fact, or Agent of the said party of the first part, by themselves or Agent, or substitute duly appointed, to have, use and employ the same, making from time to time all needful repairs, alterations and additions thereto; and after deducting the expense of such use, repairs, alterations and additions, and indemnifying themselves from all loss, damage or liability arising in their management of said Road, and their own reasonable compensation, apply the proceeds thereof to the payment of the interest and principal of all said bonds remaining unpaid, whether the said bonds shall have fallen due or otherwise.

And the said parties of the second part, the survivor or survivors, successor or successors in said trust, and their assigns, in case of such default, at their or his discretion, may, or on the written request of the holders of at least one-half of the bonds then unpaid, *shall* cause either the whole of the said premises subject to said prior mortgages, or, at their discretion, so much thereof as shall be necessary to pay and discharge the principal and interest of all such said bonds as may then be unpaid as aforesaid, and whether the same have matured or otherwise, to be sold at public auction, in the city of New York, or in the city of Chicago, in the said State of Illinois, giving at least sixty days' notice of the time, place and terms of said sale, by publishing the same in two daily newspapers, in each of the cities aforesaid, and shall execute to the purchaser or purchasers, a good and sufficient deed of conveyance, in fee simple, for the same, which shall be a bar against the party of the first part, their successors and assigns, and all persons claiming under them, of all rights, interests or claims in or to said premises or property, so sold and conveyed, or any part thereof. And it is further agreed, that at any sale as aforesaid, of the whole or any part of the premises, by the said Trustees, they may, if they think it for the interest of the bondholders, become bidders and purchasers of the same, provided they shall not bid or pay therefor a sum that shall exceed the amount due, and to become due, to said bondholders; and upon

such purchase, the premises which shall be sold shall be thenceforth held in trust for said bondholders, in proportion to their respective debts or claims against said Corporation ; but subject to all expenses and compensation as aforesaid.

And the said Trustee or Trustees shall, in case they do not buy the same for account of the bondholders as above provided, after deducting from the proceeds of said sale the cost and expenses thereof, and of managing such property, and their own reasonable compensation, apply so much of the proceeds as may be necessary to the payment, as aforesaid, of the said principal, and of the interest due or unpaid on said bonds, and shall restore and pay the residue thereof, if any there shall be, to the party of the first part ; it being hereby expressly understood, that in no case shall any claim or advantage be taken of any valuation, appraisement or extension laws, by said party of the first part, nor any injunction or stay of proceedings to be applied for or obtained by them, to prevent such entry or sale as aforesaid.

And it is hereby expressly understood and declared, that in case the said parties of the second part, their survivors or successors, should for any reason omit to avail themselves of any such neglect or default as aforesaid, of the party of the first part, that such omission shall not in any manner prejudice or impair the rights and remedies of the said parties of the second part, the survivor or survivors, successor or successors, or assigns, to avail themselves of any other or further neglect or default of the said party of the first part.

And the said party of the first part hereby covenants and agrees, for the consideration aforesaid, at any time or times hereafter, to execute and deliver any further reasonable and necessary conveyance of the premises, or any part thereof, to the parties of the second part, or to their survivors, successors or assigns, for the more effectual vesting the premises hereby granted, or intended to be, in said parties of the second part, and for more fully carrying into effect the object hereof, particularly for the conveyance of any property subsequently to the date hereof acquired, by the party of the first part, and comprehended in the description contained in the premises as by the said party of the second part, the survivor, successor or assigns, or their counsel learned in the law, shall be reasonably advised or required.

And it is hereby mutually agreed, and these presents are upon this express condition, that on payment of principal and interest of all said bonds, the estate hereby granted to said second parties, their survivors, successors or assigns, shall be void, and the right of the premises hereby conveyed shall revert and revest in the party of the first part, without any acknowledgment of satisfaction, reconveyance, or any other act.

And it is mutually agreed, that the said parties of the second part shall only be accountable for gross neglect or willful default in the management hereof, and shall not be responsible for the acts of each other, or of agents employed by them, when such agent is selected with reasonable discretion; and that the parties of the second part shall be entitled to a reasonable compensation for any labor and service performed by them in the discharge of this trust.

And it is further agreed, by and between said parties, that whenever a vacancy among said parties of the second part, or their successors, shall occur, by death or resignation, or inability to discharge the duties of said trust, the remaining person or persons, parties of the second part, shall immediately proceed and make an appointment of a successor or successors, by endorsing such appointment, in writing, upon one part of this Indenture, and the person or persons so appointed, shall endorse his acceptance of such appointment upon this Indenture, and thereupon such person or persons shall become one of the party or parties of the second part, with the same powers and duties as if he or they had been originally such parties of the second part; and the surviving or remaining parties of the second part shall, by appropriate instruments, vest in the party or parties so appointed, the necessary legal estate and interest, to enable them to execute said trust. And in case said vacancy shall not be filled within sixty days from the occurrence thereof, by said remaining Trustee or Trustees, as aforesaid, then and thereupon such vacancy may be filled by the President of the Farmers' Loan and Trust Company, or the Depositary of said bonds.

All such resignations so made as aforesaid, shall be in writing, endorsed hereon, and on the duplicate original copies hereof, and signed by the party so resigning; and any such disability certified hereon by the remaining Trustee or Trustees, and confirm-

ed by the vote of the Directors of the party of the first part, shall be taken and deemed to be conclusive in the premises.

And it is further mutually agreed, by the parties of these presents, that if in the event of the resignation or inability of either of said Trustees, ascertained as aforesaid, and before the appointment and acceptance of a successor to such Trustee, there shall remain two Trustees, qualified to act, and it shall become necessary or expedient, in their judgment, that any act within the scope of the duty of said Trustees, should be performed, the same shall and may be performed by said two remaining Trustees; and further, that in relation to all the duties herein provided to be performed by said three Trustees, the same may, except where other provision is expressly made herein, be executed and performed by a majority of said Trustees, after a meeting or consultation of all said Trustees.

And the said parties of the second part, do hereby severally accept the trust herein mentioned, and severally covenant faithfully to administer and execute the same.

In witness whereof, the said parties of the first part have caused the corporate seal of said Company to be hereto affixed, and to seven other original Indentures of the same tenor in all respects, and the same to be signed by John Van Nortwick, their President, and Amos T. Hall, their Treasurer, both for that purpose duly authorized, the day and year first above written.

And the said parties of the second part have affixed their seals and signatures hereto, and to said seven other original Indentures.

[seal.]

JOHN VAN NORTWICK, *President.*

AMOS T. HALL, *Treasurer.*

HANS REIMER CLAUSSEN. [l. s.]
SIDNEY BARTLETT. [l. s.]
CHARLES G. LORING. [l. s.]

*Witnesses.*
J. N. Denison.
William B. Fowle, Jr.

3 0112 061937345



COMMONWEALTH OF MASSACHUSETTS.

*County of Suffolk, ss.*

Be it remembered, that on this, the twenty-fourth of September, in the year one thousand eight hundred and sixty, before me, Benjamin H. Currier, a Commissioner of the State of Illinois, duly appointed to take the acknowledgment and proof of deeds and other instruments to be recorded in said State of Illinois, and also to administer oaths, dwelling in the city of Boston, personally appeared John Van Nortwick, President, and Amos T. Hall, Treasurer of the Chicago, Burlington and Quincy Railroad Company, personally known to me to be the President and Treasurer of said Company, and whose signatures are attached to the foregoing instrument as such President and Treasurer, and being duly sworn, do depose and say, that they were President and Treasurer of said Company, respectively, at the date of the execution of the foregoing Instrument, and are still such President and Treasurer, respectively, and that said Instrument was executed by and under a resolution of the Board of Directors of the said Company, and that under and by virtue of said resolution, the seal of said Company has been affixed to the said Instrument by them, and that the seal thereto attached is the seal of said Company, and that they did then and there acknowledge that the said seal was affixed thereto, and that the said Indenture was executed and was delivered by the said Company as aforesaid, acting through them by virtue of the said resolution, as the free act and deed of the said Company, and for the uses and purposes therein expressed, and that the said seal is the seal of the said Company, and that the said signatures are their signatures, as said President and Treasurer, respectively, and that said Instrument is the Deed of said Company.

In witness whereof, I have hereto set my hand ar official seal, as such Commissioner, at my office, in Boston, i. the County of Suffolk, and Commonwealth of Massachusetts, on this twenty-fourth of September, A. D. 1860.

[seal.] BENJAMIN H. CURRIER,

*Commissioner for Illinois in Massachusetts.*